CONSULTING AGREEMENT

This Agreement is entered into as of this 10 day of February, 1987, by and between Apple Computer, Inc., 20525 Mariani Avenue, Cupertino, California 95014 ("Apple") and Point Foundation ("Consultant"). Apple desires to retain Consultant as an independent contractor to perform consulting services for Apple from time to time and Consultant is willing to perform such services, on the terms set forth more fully below. In consideration of the mutual promises contained herein, Apple and Consultant agree as follows:

1. **Services:** Consultant agrees to perform the services described in Exhibit A ("Services") in a workmanlike manner according to the schedule of work set forth in Exhibit C.

2. **Payment for Services:** Apple will pay Consultant the fee set forth in Exhibit B for the performance of the Services, together with reimbursement for Consultant's direct, out-of-pocket costs as provided in Exhibit B for which Consultant has submitted acceptable documentation and backup.

3. **Term:** This Agreement will commence on the date first written above and will continue until final completion of the services or termination as provided in Paragraph 13 below.

4. **Relationship of Parties:** Consultant will perform the Services under the general direction of Apple. Consultant, however, will determine in Consultant's sole discretion the manner and means by which the services are accomplished, subject to the express condition that Consultant will at all times comply with applicable law. Consultant is an independent contractor without authority to bind Apple by contract or otherwise, and neither Consultant nor Consultant's employees and agents are agents or employees of Apple.

5. **Personnel:** Consultant's employees and agents will observe the working hours, working rules (including without limitation confidentiality requirements) and holiday schedule of Apple while working on Apple's premises. Upon Apple's request, Consultant will promptly replace any of Consultant's employees or agents assigned to perform the Services.

6. **Employment Taxes and Benefits:** Consultant acknowledges and agrees that it is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to indemnify Apple and hold it harmless to the extent of any obligation imposed on Apple (a) to pay any withholding taxes, social security, unemployment or disability insurance or similar items, including interest and penalties thereon, in connection with any payments made to consultant by Apple pursuant to this Agreement and/or (b) resulting from Consultant's being determined not to be an independent contractor.

7. **Indemnity:** Consultant will indemnify Apple and hold it harmless from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with:

A. Any negligent or willfull act or omission of Consultant or Consultant's employees or agents which proximately causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting thereform; or (iii) any violation of any statute, ordinance or regulation; or

B. Any violation or claimed violation of a third parties rights resulting in part or in whole from Apple's exercise of the rights granted to it hereunder.

8. **Insurance:** Consultant will maintain worker's compensation and state disability insurance, as well as adequte insurance to protect itself from and indemnify Apple against claims giving rise to indemnification pursuant to Paragraph 7.

9. Proprietary Information:

A. Consultant will not remove any Apple property from Apple's premises without the prior written consent of Apple. The product of all work performed under this Agreement ("Work Product"), including without limitation notes, reports, documentation, drawings, computer programs (source code, object code and listings), inventions, creations, works, devices, masks, mask works, models, work- in - progress and deliverables will be the sole property of Apple, and Consultant hereby assigns to Apple all right, title and interest, including but not limited all patent rights, copyright, mask work rights, trade secret rights and other proprietary rights therein. During and after the term of this Agreement Consultant will assist Apple and its nominees in every proper way, at Apple's expense, to document, secure, maintain and defined for Apple's own benefit in any and all countries all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product. Upon the expiration or termination of this Agreement, or upon Apple's earlier request, Consultant will deliver to Apple all Apple property that Consultant may have in its possession or control.

B. At Apple's option, Apple will be entitled to use in advertising and other materials the name of Consultant or the name of the actual individual(s) performing the Services, provided that Consultant will have the right to see and approve all copy before printing, which approval will not be unreasonably withheld.

10. Other Information: With respect to all subject matter, including without limitation ideas, processes, designs, and methods, which Consultant discloses or uses in its performance under this Agreement and which are not assigned to Apple pursuant to Paragraph 10(a), Consultant warrants that it has the right to make such disclosure and use without liability to others; (b) to the extent that Consultant has copyrights, patent rights, mask work rights, trade secret rights or other rights in the subject matter, Consultant grants Apple, and Apple's subsidiaries and associates, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, disclose, reproduce, modify, distribute, perform and display such subject matter; and (c) Consultant will indemnify and hold Apple harmless from all liability, damages, expenses and costs (including without limitation attorneys' fees and costs of suit) arising from or in connection with, and will defend Apple against, all claims that Consultant's and/or Apple's use or disclosure of the subject matter violates any third party's rights.

11. Confidentiality: Consultant will not, during or subsequent to the term of this Agreement, directly or indirectly disclose the Confidential Information of Apple to anyone other than an employee of Consultant who is obligated by written contract to protect the confidentiality thereof and requires such information to perform hereunder, or an employee of Apple. The Confidential Information of Apple includes without limtiation all information related to the Services and Work Product, Apple's know-how and all information regarding Apple not known to the general public, confidential information disclosed to Apple by third parties, and the information described in Exhibit D (whether acquired or developed by Consultant during Consultant's performance under this Agreement or disclosed by Apple employees) . Confidential Information does not include information which (a) is known to Consultant at the time of disclosure to Consultant by Apple, (b) has become publicly known through no wrongful act of Consultant, (c) has been rightfully received by Consultant from a third party who is authorized to make such disclosure, or (d) has been independently developed by Consultant. Without Apple's prior written approval Consultant will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with Apple.

12. Solicitation of Employment: Consultant agrees not to solicit the services of or employ any of Apple's employees during the term of this Agreement and for a period of six (6) months thereafter without Apple's prior written consent.

13. Termination: Either party may terminate this Agreement immediately upon written notice to the other, with or without cause, for any reason whatsoever.

14. Effect of Termination: Upon the termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement shall not relieve Consultant of Consultant's obligations under Paragraphs 6, 7, 9, 10, 11, and 12 hereof, nor shall any such termination relieve Consultant or Apple from any liability arising from any breach of this Agreement.

15. Assignment: The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be; provided that, since Apple has specifically contracted for Consultant's services, Consultant may not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of Apple. Apple may in its discretion assign this Agreement in whole or in part.

16. Equitable Relief: Because the Services are personal and unique, and because Consultant will have access to and become acquainted with the Confidential Information of Apple, Consultant agrees that its breach of this Agreement will result in irreparable harm to Apple and that Apple will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Apple may have.

17. Attorneys' Fees: If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, costs of suit and expenses in addition to any other relief to which such prevailing party may be entitled.

18. Governing Law; Severability: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that any litigation or arbitration between the parties will take place in Santa Clara County, California, and both parties waive any objection to personal jurisdiction or venue in any forum located in that County. If any provision of this Agreement other than those provisions relating to the assignment of rights to Apple is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

19. Complete Understanding; Modification: This Agreement constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings and agreements. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

20. Notices: Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or three (3) days after the date of mailing if sent by certified or registered mail.

21. Reporting: Consultant will report to Apple on the status of Consultant's performance hereunder upon Apple's request, but in any event no less frequently than once each month.

Upon notice from Apple, Apple has the right to inspect Consultant's work in progress and to receive copies of all or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

Apple

Apple Computer, Inc.
20525 Mariani Avenue
Cupertino, CA 95014

By: _____

Title: _____

Consultant

Name: Point Foundation
Address: 27 Gate 5 Rd
Sausalito, CA 94965

Taxpayer ID#: 94-2184-7154
(If foreign citizen, copy of visa must be attached.)

By: Kevin Kelly Title: President
8/7/86

RETURN SIGNED ORIGINAL TO DIANNA MOREDOCK M/S 28B